UniCredit Bank

GENERAL TERMS AND CONDITIONS OF USE for UniCredit e-banking/MultiCash system for e-banking

1 General provisions

Rights and responsibilities of users and UniCredit Bank Srbija a.d. (hereinafter referred to as the „Bank“) relating to the use of UniCredit e-banking or MultiCash system are governed by these General Terms and Conditions of Use for UniCredit e-banking and MultiCash e-banking system (hereinafter referred to as the „General Conditions“), which are an integral part of the Request for UniCredit e-banking/Multicash (hereinafter referred to as the „Request“).
By submitting (signing) the Request, the Requester/Client confirms that it is acquainted and agrees with all provisions of these General Terms and Conditions of Use for UniCredit e-banking/MultiCash e-banking products and accepts them in full.
By submitting the Request, the Client can select some of the following services to be provided by the Bank:
a) UniCredit e-banking system
UniCredit e-banking system (hereinafter referred to as the „e-banking“) is the name of a software which has as its base a software product manufactured by Halcom Informatika d.d. called HAL E-Bank.
By submitting the Request, the Client confirms that it is acquainted with the document: „The Policy of EBB Belgrade CA2 – Public part of internal rules of EBB Belgrade CA 2 for digital confirmations” (hereinafter referred to as the „Rules“).

b) MultiCash e-banking system
MultiCash e-banking system (hereinafter referred to as the „MultiCash”) is an e-banking software manufactured by Omikron Systemhouse from Cologne, Germany. By submitting the Request, the Client confirms that he or she is acquainted with the document: „Safety in MultiCash-u” (hereinafter referred to as the „Rules“).

2 The contracting of the use

1. The use of UniCredit e-banking/Multicash is a service that the Bank offers to its **Clients** – companies engaged in business operations and which have local or foreign currency accounts in the Bank.

a) Contracting the use of UniCredit e-banking

In order for the Request for UniCredit e-banking to be approved, the Client submits to the Bank the following documents filled out and signed:

1. Request by means of which the Client gives a power of attorney to some natural persons – Users who have access to the Client’s accounts with specified authorizations of the Users for each account;
- 2. General purchase order for issuing qualified personal digital confirmations for legal entity;
- 3. Request to receive digital confirmation of the **User** (each individual natural person for which a smart card is requested);
- 4. Confirmation about identicality of digital confirmation, personally signed by the User who is at the same time the confirmation owner (at the Request, next to the name of the authorized person, it is necessary to write down the number of certificate embedded in the smart card registered to the User who is the owner of that digital confirmation).
- 5. Copies of personal identity cards of persons who will be Users of UniCredit e-banking.

If a Client is already user of HAL E-Bank e-banking products (upon which the UniCredit e-banking is based) through another commercial bank, he submits to the Bank documents listed under numbers 1, 4 and 5 from the previous paragraph:
- The digital certificate embedded in the smart card is non-transferable and registered to an individual User.

b) Contracting the use of MultiCash system

In order for the Request to be approved, the Client submits to the Bank the following documents filled out and signed:
- Request
- Copies of personal identity cards of persons who will be Users of MultiCash system.

2. The Bank has the right to check the submitted data and collect additional data about the Requester. In case the Request is denied, the Bank does not have to explain its decision.

3 Services

1. At the moment of signing up for the UniCredit e-banking/MultiCash, the Bank offers a range of services, which the Client defines and accepts by means of signing the Request.
2. In the field of payment operations, the Client can give the following two types of authorizations on its Users’ accounts:
- All rights

- Without signatory right

a) In UniCredit e-banking system the authorization category “All rights” includes:
- Administration
- Entering payment orders
- Signing payment orders (signature category and daily and transaction limits per account signatory are directly defined by on the Client’s specimen card and in accordance with technical abilities of the system).
- Sending signed orders
- Reviewing Bank statements.

Category “ Without signatory right” includes all above mentioned User’s rights except for the signatory right.

b) In MultiCash system the authorization category „All rights” includes:
- Right to communicate with the Bank which includes sending of signed orders and receiving Bank statements.
- Right to sign orders (signature category and daily and transaction limits per account signatory are directly defined by on the Client’s specimen card, and in accordance with technical abilities of the system).

Category “ Without signatory right” includes the right to communicate with the Bank but no right to sign payment operations instruments.

In MultiCash system, on the side accessible to the Client, it is possible to further create and administer the rights of local users, i.e. users who are authorized to work on local MultiCash application. Administration of local Users is explained in detail in the program manual. Responsibility for proper administration of these Users is entirely on the side of the Client and the Bank does not bear any responsibility in case of abuse or erroneous setting of these local orders.

2. The contracted range of services can be subsequently changed with the use of already existing security instruments.

4 Security

a) UniCredit e-banking

In order to ensure secure electronic business operations with the Bank, two types of security instruments are introduced in the UniCredit e-banking: HALCOM certificate embedded in the smart card and WEB user name.

HALCOM CERTIFICATE EMBEDDED IN THE SMART CARD

PURPOSE AND ISSUANCE OF HALCOM DIGITAL CERTIFICATE EMBEDDED IN THE SMART CARD

1. Digital certificate is electronic, identification instrument which enables the User to work on current accounts of the Client opened in the Bank. Rights of the User relating the Client’s accounts are strictly defined on the Request and these rights must be in accordance with the Company’s specimen card. The use of digital certificate eliminates the possibility of false identity, namely it ensures reliable identification of each individual User.
2. The User accepts digital certificate as an exclusive confirmation of his/her identity when using the services of the UniCredit e-banking system, without the right of subsequent denial.
3. Based on the approved Request and the Request for digital confirmation of the User, the Bank issues a smart card to the User who is authorized by the Client. The handover and acceptance of smart cards is done at Bank premises.
4. Smart cards are issued with fixed digital certificate expiry dates, and after that date, the digital certificate must be renewed. At the moment when a new card is issued, the Client authorizes the User to work on its computers, by sending a new Request.

CANCELLATION OF SMART CARDS

1. In case of withdrawal-cancellation of the right of use of smart card for certain Users, it is necessary to submit to the Bank a written Request for cancellation of the certificate and the use of UniCredit e-banking services for a specific User and return the smart card to the Bank.

WEB USER NAME

PURPOSE AND ISSUIANCE OF WEB USER NAME

1. WEB user name enables the User to access the WEB UniCredit e-b@nking system (hereinafter referred to as the ”WEB e-banking”). This system is built upon the UniCredit e-b@nking and is used to enable access to the User by means of WEB reader.
2. Users of WEB e-b@nking authorized to sign orders can sign these orders from a remote location by means of the WEB reader, WEB user name and relevant password, smart card and smart card reader.

Users with right to access WEB e-b@nking are authorized to review statements, can track the movement in the Company’s account and account balances by using only the WEB reader, user name and password.

3. By means of WEB user name, the User is enabled to access accounts in accordance with authorizations defined in the Client’s Request by means of WEB UniCredit e-banking application.
4. Based on the approved Request in which a WEB user name is requested for a particular User, the Bank issues a WEB user name and WEB password to the User, i.e. to the person authorized to that effect by the Client. Handover and acceptance of the WEB user name and WEB password is done at Bank premises.

CANCELLATION WEB USER NAME

1. In case of withdrawal-cancellation of the right of use of WEB user name for a specific User the Client must submit to the Bank a signed Request for withdrawal-cancellation of the right of use of WEB user name.
2. In case of withdrawal-cancellation of the right of use of smart card for a specific User, the right of use WEB user name is automatically cancelled as well, if it was issued to that person. The Request for withdrawal-cancellation of the right of use must be submitted to the Bank in writing.

b) MultiCash

PURPOSE AND ISSUIANCE OF BPD FILE

1.BPD file is a security mechanism in the form of a file stored on a particular data carrier which, in combination with electronic signature, enables the User to work on the accounts the Client has with the Bank. The rights of the User relating to the Client's accounts are strictly defined upon Request and these rights must be in accordance with the Company's specimen card. The use of BPD files and electronic signature prevents the use of false identity, namely ensures reliable autentification of every individual User.

ELECTRONIC SIGNATURE (ES key pair)

1. Electronic signature is a security mechanism in the form of a file stored on a particular data carrier. Creating the electronic signature, i.e. ES key pair, is performed by the User in his/her MultiCash application. With help from BPD files and communication code, and after the ES key pair was created, the User must create initial connection to the Bank's server and send data about his/her public key of the generated ES key pair. The private key of the ES key pair is secured by means of a password entered by the User in the process of generating ES key pair. The password for the ES key pair is known only to the User who is the owner of the ES key pair. During the initial connecting the MultiCash application prints a document with a listing of the User's private key (initializing letter to the User) which must be signed by the User and submitted to the Bank, and in order for the User's electronic signature to be approved for the use on the MultiCash system.
2. The User accepts BPD file and ES key pair as an exclusive confirmation of his/her identity when using the services of the e-banking MultiCash system, without the right of subsequent denial.
3. Upon approval of the Request, the Bank issues BPD file to the User, i.e. to the person authorized to that effect by the Client.

CANCELLATION OF ACCESS RIGHT

1. If the Client wants to withdraw-cancel the right of use of the MultiCash system for a specific User, it is necessary to submit to the Bank a written Request for cancellation of the use of services for the MultiCash e-banking system after which the Banka will cancel that User's rights to use the MultiCash system.

5 Obligations and responsibilities of the Client

a) UniCredit e-banking system

1. The Client assumes the responsibility that in working with the UniCredit e-banking, it will fully comply with applicable legal regulations and user manuals for this software product.
2. The Client must keep and assume the responsibility to request that the User keeps the smart card as well as the secrecy of the PIN code, so that these do not come into possession of another person. If the User suspects or determines that somebody has learned his/her PIN code, he/she can change it at any time in the manner described in the user manual.
3. The Client hereby declares that it is acquainted with the fact that the User is obliged to keep the PUK code, by means of which it is possible to unblock the smart card and enter a new PIN code in case it is blocked after three unsuccessful attempts to enter PIN, so that this code would not come into possession of another person, and that Bank does not assume any responsibility for this.
3. The Client is responsible for all damage incurred due to loss, unauthorized or inappropriate use of the card.
4. When using services of UniCredit e-banking system, the Client is obliged to comply with the Rules and adhere to user manual, which is an integral part of the UniCredit e-banking program.
5. The Client is responsible for accuracy of all data on the submitted payment orders.
6. The Client is responsible for accuracy of all data submitted to the Bank and is obliged to notify the Bank in case there is any change in this data. If the Bank itself learns that the data about the User or Client are inaccurate or changed, it can cancel further use of UniCredit e-banking services, with subsequent notification to the Client.
7. It is prohibited to copy the digital certificate. All damages incurred due to copying and attempted copying shall be borne by the Client.
8. The Client must provide a licensed and properly configured operating system on computers from which the UniCredit e-banking services will be used (minimum Win 95 and above in case of a single user version of UniCredit e-banking). If the Client, after the beginning of the use of UniCredit e-banking services, on the same computer uses applications that are not licensed, not adjusted or not tested, the Bank does not assume any responsibility for orders not being executed and other possible adverse consequences.
9. Clients who ordered installation and training for UniCredit e-banking at their business premises, after the receipt of notification from the Bank that conditions for installation of UniCredit e-banking system have been met, must schedule installation of e-banking software within 15 days by a phone call to the Bank's e-banking department, by phone, by sending e-mail to: e-banking@unicreditbank.co.yu or by a phone call to the department of technical support at: +381 11 3771 244.

10. Clients who receive UniCredit e-banking package for independent installation, after receiving the notification from the Bank, are obliged to take over the package for UniCredit e-banking in a UniCredit Bank branch office within 30 days from the day of notification.

b) MultiCash system

1. The Client agrees that in operations with the MultiCash e-banking system it will fully comply with applicable legal regulations and user manual for this software product.
2. The Client must keep and assume the responsibility to request that the User keeps the electronic signature and electronic signature password, as well as the password for accessing MultiCash application and password for communication with the Bank, so that these would not come into possession of another person. If the User suspects or determines that somebody has learned one of the said passwords, he/she can change it at any time in the manner described in the MultiCash software user manual MultiCash software .
3. The Client is responsible for all damage incurred due to loss, unauthorized or inappropriate use of security instruments: BPD file and electronic signature.
4. When using MultiCash services, the Client/ User must comply with Rules and adhere to the user manual, which is an integral part of the MultiCash program.
5. The Client is responsible for accuracy of all data on the submitted payment orders.
6. The Client is responsible for accuracy of all data submitted to the Bank and is obliged to notify the Bank in case there is any change in this data. If the Bank itself learns that the data about the User or Client are inaccurate or changed, it can cancel further use of MultiCash, with subsequent notification to the Client.
7. It is prohibited to copy the electronic signature and BPD file. All damages incurred due to copying and attempted copying shall be borne by the Client.
8. The Client must provide a licensed and properly configured operating system on computers from which the MultiCash services will be used (minimum Win 2000 Service pack III). If the Client, after the beginning of the use of MultiCash services, on the same computer uses applications that are not licensed, not adjusted or not tested, the Bank does not assume any responsibility for orders not being executed and other possible adverse consequences.
9. Clients who ordered installation and training for MultiCash at their business premises, after the receipt of notification from the Bank that conditions for installation of MultiCash system have been met, must schedule installation of e-banking software within 15 days by a phone call to the Bank's e-banking department, by phone, by sending e-mail to:: e-banking@unicreditbank.co.yu or by a phone call to the department of technical support at: +381 11 3771 244.

6 Obligations and responsibilities of the Bank

1. The Bank will process the Request, in accordance with all applicable contracts and rules that the Client entered into with the Bank or accepted, as well as in accordance with positive legal regulations.
2. The Bank shall electronically record all actions of a User. The computer record is kept in accordance with applicable legal regulations.
3. The Bank reserves the right to change the content, or any part of it, of Unicredit e-banking/MultiCash system available to the Client, without prior notice. The Bank will subsequently notify the Client about this change of content, or any part of it, of UniCredit e-banking/MultiCash system, and accordingly submit an instruction to the Client.
4. The Bank is not responsible for disturbances or interruptions in telecommunication and teletransmission services provided by third parties, or for errors and damages incurred in this way.
5. The Bank shall provide the Client with user manual for the UniCredit e-banking /MultiCash system.
6. The Bank shall inform the Client who submitted a Request for installation and training for the use of UniCredit e-banking/MultiCash, and who within 30 days from the date when the Request was initiated, prepared technical conditions for the installation of UniCredit e-banking/MultiCash system according to the data specified in the submitted documentation, that technical conditions for the installation of UniCredit e-banking/MultiCash system have been met by sending an e-mail to e-mail address of the contact person specified in the Request. If the Client has not specified a valid e-mail address, the Bank shall notify the Client by phone call to the number specified in the Request.
7. The Bank shall inform the Client who receives the UniCredit e-banking installation package, and who within 30 days from the date when the Request was initiated, prepared technical conditions for the installation of UniCredit e-banking system according to the data specified in the submitted documentation, that technical conditions for the installation of UniCredit e-banking system have been met by sending an e-mail to e-mail address of the contact person specified in the Request. If the Client has not specified a valid e-mail address, the Bank shall notify the Client by phone call to the number specified in the Request.

7 Loss or blockage of HALCOM smart card

a) UniCredit e-banking

1. The Client/ User must immediately notify the Bank of any loss or theft of a smart card at the phone number +381 11 3771 244 or by e-mail at: e-banking©unicreditbank.co.yu.

2. Based on the received notification about the loss or theft of a smart card, further use of the smart card in managing funds in the accounts with the Bank will be disabled, immediately after the notification is received, during the working hours of the Bank's E-Banking Technical Support Department, which is Monday through Friday, 09:00 to 19:00.
3. Additionally, the Client must, within 2 business days, notify the Bank in writing, or confirm the loss or theft of the card. Permanently blocked card cannot be unblocked, and cost of reissuing the card shall be borne by the Client. The Client bears the cost of all possible abuse of lost or stolen card.
3. In case the User blocks the smart card, unblocking is possible if the User has information relating to PUK and PIN code, and which is issued to the User together with the smart card for the use of UniCredit e-banking, and all incurred costs shall be borne by the Client
4. Upon written request of a person authorized by the Client, the Bank shall issue a new smart card with digital certificate.

8 Fees

1. For the possibility to use UniCredit e-banking/MultiCash system, the Client pays fees in accordance with the applicable Bank's price list.
2. The Client authorizes the Bank du direct debit its account for system maintenance and security equipment costs which are specified in the applicable Bank's price list, and with which the Client is acquainted.

9 Penalty clauses

1. In case the Client decides to stop using UniCredit e-banking/MultiCash system services before the system implementation is finalized, and after notification by the Bank that the conditions for implementation of UniCredit e-banking/MultiCash system have been met, in the manner previously described in the body General Conditions, the Bank shall charge the Client a contractual fee specified in accordance with Bank's applicable price list.
2. The Bank has the right, and the Client agrees that the Bank retains the funds collected at the moment when the Request was submitted.

10 Cancellation of use

1.The Client may cancel further use of UniCredit e-banking/MultiCash system only in writing.
2. All debt incurred before the day when the use of UniCredit e-banking/MultiCash system was cancelled, periodic costs relating to the period in which the cancellation was effected, as well as all eventual costs and interest relating to the debt shall be borne by the Client.

11 Final provisions

1. The Client agrees that the Bank reserves the right to change the General Conditions, fees and costs of use of UniCredit e-banking/MultiCash system, and the Bank shall notify the Client about each change in a timely manner. If the Client does not accept the changes, it must notify the Bank in writing about this within 30 days after the notification day, after which date it will be deemed that the conditions have been met for the cessation of further rendering of services, with obligation to settle all debt incurred by then.
After the expiration of the said deadline, it is deemed that the Client has accepted the changes.
2. If the Client fails to fulfill obligations set forth in these General Terms and Conditions, and which the Client accepted by signing the Request, the Bank reserves the right to one-sidedly stops rendering services relating to the e-banking system.
3. All disputes shall be settled by Belgrade Court.
4. General Terms and Conditions of Use of UniCredit e-banking/MultiCash system represent a legally binding document.